

Town of Tiverton, Rhode Island

Town Planner

Employment Contract

AGREEMENT entered into this 31 day of May, 2018 by and between the Town of Tiverton, Rhode Island, a municipal corporation hereinafter referred to as the "Employer" and William D. Compton, hereinafter referred to as the "Employee".

WHEREAS the Town Administrator, with the approval of the Tiverton Town Council acting in the best interest of the Employer, has agreed to enter into this employment contract with the Employee as Town Planner, a salaried position, it is now agreed as follows:

1. TERM

The term of this agreement shall be one (1) year with two (2) year extension, commencing on June 1, 2018 and ending on May 31, 2021; provided, however, that there shall be a six (6) month probationary period beginning June 1, 2018 and ending November 31, 2018. During such probationary period, the Employer may terminate the Employee's employment for any cause, or no cause; provided, however, that the Employee shall be given the opportunity of a public hearing before the Town Council prior to such termination becoming final.

2. DUTIES

Consistent with the Tiverton Town Charter, Town ordinances, and state and federal law, and subject to the general supervision, order, advice and direction of the Town Administrator, the Employee shall faithfully, diligently, and to the best of his/her ability, perform those duties which are customarily performed in the position of Town Planner, including those set forth in the attached position description attached hereto.

The Employee is expected to devote his/her entire business time, energy, and skill to the duties and responsibilities of the position, and shall not be employed by any other person, corporation, or organization, or occupied with any self-employment during town business hours of such employee. Any outside employment shall require the prior written approval of the Town Administrator.

The Employee is required to provide the Town with an average of forty (40) hours of work per week. The Employer and Employee agree that the position of Town Planner is an exempt professional and managerial position under the Federal Fair Labor Standards Act and that, from time to time, the Employee may be required to work longer than a 40-hour week without additional overtime compensation. The Employee is expected to attend meetings of the Tiverton Planning Board and such formal or informal committees of Town government that are formed to deal with land use and/or planning issues. He is also expected to attend meetings of the Tiverton Town Council when any item on its

agenda is relevant to his work, and at such other times as requested by the Town Administrator.

3. POLICES AND PROCEDURES

The Employee is subject to all policies and procedures duly adopted by the Town and reflected in the Town's personnel handbook, as may be amended from time to time.

4. SALARY

The Employee shall receive the starting salary of \$65,000 in year one of this contract. Following the probationary period, the salary may, at the discretion of the Town Council, be increased to \$68,000 per year for the remaining six months. Years 2 and 3 shall be negotiated at least 30 days prior to the annual anniversary date of the signing of this employment contract, and in the absence of agreement, the year-one salary shall be continued. There will be a potential for merit increases subject to a performance review and funding appropriation at the Financial Town Referendum. Salary is to be paid in arrears pro rata on a bi-weekly basis. It is herein agreed and understood that in the event of termination of employment for any reason or by either party, the aforesaid annual salary shall be prorated on an annualized basis.

5 PERFORMANCE EVALUATION

The Employer, through the Town Administrator, shall evaluate the job performance of the Employee at least once annually for the entire period of the agreement or any extensions thereto. The evaluation shall include a six (6) tiered ranking system as follows:

1. Exceeds Requirements in all areas:
2. Exceeds Requirements in most areas
3. Exceeds Requirements in some areas:
4. Performs at the satisfactory level
5. Needs Improvement
6. Fails to meet minimum requirements/expectations

The Employer reserves the right to conduct a job evaluation at any time during the Term of the agreement.

6. RETIREMENT

The Employee shall participate in the Rhode Island State Employees Retirement System with COLA C provisions effective November 1, 2006 with contributions to the plan by the Employee pursuant to the provisions of the retirement plan as may be amended from time to time.

7. VACATION

The Employee shall be entitled to vacation leave as follows:

Years of Service	Vacation Days Earned
First 4 Years of Service	15 Days Per Year
After 4 Years of Service	18 Days Per Year

After 9 Years of Service	21 Days Per Year
After 14+ Years of Service	25 Days Per Year

Vacation time shall be awarded on the anniversary date of original hire or other agreed upon date. It is agreed that during the term of employment, the Employee may not carry forward more than 10 days of unused vacation time per year. Additional unused vacation time may be carried over with the prior approval of the Town Administrator. Upon termination of this contract, any unused vacation leave (including any and all carried over vacation time) shall be paid to the Employee. Should this contract be renewed, any unused vacation leave shall carry over to the new contract.

8. **SICK LEAVE/PERSONAL LEAVE**

The Employee shall be entitled to fifteen (15) sick days per year. The Employer may require a physician's certificate after three (3) consecutive days of absence from employment due to illness. Sick leave may be accumulated during the term of employment and shall be carried over to any subsequent Employment Contract with the maximum number of days accumulated limited to 120 days. The Employee shall be entitled to three (3) personal days per year, none of which may accumulate beyond the anniversary date each year. There shall be no cash value to any accumulated sick or personal leave upon termination/separation.

9. **BEREAVEMENT LEAVE**

The employee may be absent for three consecutive calendar days (with full pay) in the case of death of a mother, father, brother, sister, wife or child; two days for father-in-law or mother-in-law, grandparent, aunt or uncle. An additional day may be granted at the discretion of the Town Administrator for any bereavement leave.

10. **HOLIDAYS**

The Employee shall be entitled to time off with pay for the following holidays:

New Years' Day	Martin Luther King Day
President's Day	Good Friday (one half day)
Memorial Day	Independence Day
Victory Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Half Day before Christmas	Christmas Day

In the event the State of Rhode Island eliminates Victory Day as a legally paid Holiday, the Employees Birthday or any other day agreed upon, shall replace Victory Day as a paid day off.

11. **LIABILITY INSURANCE**

The Employee shall be covered by the Town of Tiverton Public Liability Insurance Policy and shall be indemnified and held harmless for losses and expenses incurred or

sustained by the Employee in consequence of the proper discharge of the office and while acting in the capacity of his employment. The indemnification provided herein shall not extend to any losses or expenses incurred because of willful or malicious conduct of the Employee.

12. LIFE INSURANCE

The employee shall be entitled to term life insurance coverage in the amount of \$100,000.00 for the period of this agreement.

13. HEALTH INSURANCE

The Employer will provide the Employee medical insurance for the individual employee and his or her immediate family in accordance with the terms and provisions of the group insurance plan subscribed to by the Employer, which currently is the Blue Cross Blue Shield Blue Solutions High Deductible Health Plan (HDHP) coupled with a Health Savings Account (HSA).

Deductible amount and employee contribution shall be as follows:

Family Plan: \$6,000 Deductible
 Employer Share = \$3,000
 Employee Share = \$3,000

Individual Plan: \$3,000 Deductible
 Employer Share = \$1,500
 Employee Share = \$1,500

The Employer agrees to advance the monetary amounts of said deductible (\$6,000 family or \$3,000 individual) to a prepaid debit card that shall be issued to the Employee. The Employee shall utilize said debit card for medical payments as needed to satisfy said deductible of the HDHP.

The amount of the employee share (\$3,000 family and \$1,500 individual—half of the amount that was advanced) shall be paid back to the Town through payroll deduction. The amount of the employee share shall be divided by the total number of pay periods within the year and shall be withheld prior to payroll taxes being withheld. Upon leaving employment with the Town, for any reason, the Employee shall be responsible for repaying the Town's advance of the Employee's share of the health savings account contribution in full, which the Employer may deduct from the Employee's final paycheck. As a condition of receiving this advancement of funds, the Employee shall sign an authorization form allowing the Town to deduct such amounts from his final paycheck.

A third party shall administer the debit card for the Employee. Any and all costs associated with the administration of said debit card from the third party shall be borne by the Employer.

The Employer agrees to provide the Employee and his family members (if applicable) with initial debit cards at no cost to said employee. Two (2) cards per family plan shall be issued, and more can be requested by the employee. Any charges associated with replacing said debit card to the Employee or his family members shall be borne by the Employee.

There will be no premium co-share contribution by the Employee towards the cost of the HDHP, except as specified herein.

HSA funds will be maintained as permitted by current IRS regulations.

If the Employee elects not to take part in the health plan he shall be entitled to an annual payment of \$3000 for family or \$1500 for individual. This payment shall be pro-rated and paid in bi-weekly installments for the period in which the Employee opts out of the health plan during the course of the fiscal year.

The Employer provides dental insurance in accordance with a Delta Dental Basic Services Contract, with no co-share paid by the Employee.

14. CONTINUING EDUCATION

The Employee shall maintain a certification in good standing from the American Institute of Certified Planners (AICP) for the duration of his employment with the Town of Tiverton. The Employee shall be reimbursed up to \$2,000.00 per year for costs associated with continuing education as related to the position of Town Planner.

15. USE OF PERSONAL VEHICLE

The Town will reimburse the Employee up to \$500 per year for official use of his personal vehicle at the Internal Revenue Service approved rate per mile for travel to and from events, meetings, and education classes, approved in advance by the Town Administrator, upon submission of backup documentation.

16. TERMINATION

Notwithstanding the term of this employment contract, termination may occur by:

- a. Mutual agreement of the parties;
- b. Retirement of the Employee. In the event of retirement of the Employee, the employee shall notify the Employer at least forty-five (45) days prior to the date of the retirement or within such other time period as may be mutually agreeable to the parties. All obligations and agreements of the parties as contained in this Agreement shall cease as of the date of the retirement;
- c. Disability of Employee (as defined and/or in compliance with State and Federal regulations);

d. Suspension or Discharge for Cause. Employee may be suspended or discharged for cause during the term of this agreement for one or more of the following reasons: (1) conviction of a felony or conviction of a misdemeanor relating to the official duties of the employee or violating the public trust, (2) repeated failure to comply with established Employer policy, (3) continuing neglect of duties, (4) insubordination;

e. The Employer may terminate Employee or suspend Employee for a designated period of time in accordance with this section. Any such termination or suspension of Employee during the term of this agreement shall be governed by the Town Charter, Section 1210(a);

f. Death of the Employee.

17. STATUS REPORT

Prior to the issuance of the Employee's final paycheck, the Employee shall submit a written report to the Town Administrator, which details the status of the Planning Department. This shall include, but not limited to, an assessment of operations, status of Planning budget, description of pending and awarded grants, description of pending and special projects, and details of unresolved issues.

18. EXTENSION

Extension of the Employee's employment shall be considered by the Employer in the last 6 months of the Employee's employment contract. Not later than 120 days prior to the end of the Employee's employment contract, the Employer shall notify the Employee in writing whether the Employer elects to offer Employee a new employment contract.

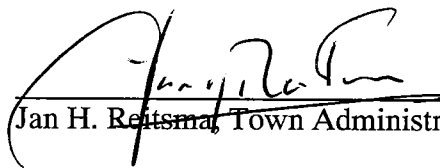
19. EFFECTIVENESS AND EXECUTION


This Employment Contract will not be deemed to be executed until approved by the Tiverton Town Council by resolution or other duly taken action, and such action is attested by the Clerk of the Council.

IN WITNESS WHEREOF, the parties hereto have executed this Contract of Employment to be effective as of the date first above stated.

Town of Tiverton:

Employee:


Jan H. Reitsma, Town Administrator


William D. Compton, Town Planner

ATTESTED, that this Contract of Employment was approved by the Town Council of the Town of Tiverton, Rhode Island, by action duly taken on the _____ day of _____, 2018.

CLERK OF THE TOWN COUNCIL:

Signed: _____

Printed Name: _____

Date: _____
